

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between DHS CBP MISSION SUPPORT FACILITIES (7073) And GENERAL SERVICES ADMINISTRATION**

ADC00232	Final	Version:	65	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will occupy 452,275.81 usable ( 635,675.96 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 12 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 8,079.15 rentable square feet.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS CBP MISSION SUPPORT FACILITIES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 8,079.15 rentable square feet, \$510,859.42 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	556.42	\$35,183.74
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	7,522.73	\$475,675.68

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

### **ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative                      Title                      Date

**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of OA ADC00232 v61**

OA ADC00232 v.61 adds reimbursable preventive maintenance (PM) services for the UPS and HVAC systems.

**Audit No. 412014**

UPS preventive maintenance (PM) Contract amount is \$8,046.00 plus the one time RWA fee of \$100 for a total of \$8,146.00 to be paid monthly at \$894.00 per month for nine months beginning January 2018 through September 2018.

**Audit No. 412016**

HVAC preventive maintenance (PM) services contract amount is \$9,999.72 plus the one time RWA fee of \$100 for a total of \$10,099.72 to be paid monthly at \$1,111.08 per month for nine months beginning January 2018 through September 2018.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

ADC00232	Final	Version: 65	Page: 1 of 1
7073	DHS CBP MISSION SUPPORT FACILITIES		Date Last Modified: 04-Oct-2018
	DC0459AF		Fiscal Year Update
OA Start Date: 04-Oct-2018			Fiscal Year: 2019
OA End Date: 30-Sep-2019		Period: 04-Oct-2018 to 30-Sep-2019	

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	635,676	\$33,468,339.29	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	635,676	\$40,893,293.86	\$64.330408000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	635,676	\$8,822.66	\$0.013879184
12. Pro-Rata Joint Use Charges			
a. Building Amenities	8,079	\$510,859.42	\$63.231795846
<b>C. Joint Use SubTotal</b>		\$510,859.42	
<b>D. Total Annual Rent (A+B+C)</b>	635,676	\$41,412,975.95	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$41,412,975.95	
<b>G. Total Antenna Bill</b>		\$0.00	
16. Reimbursable Services			
a. Utilities			
434281 Overtime Utilities		\$1,112,704.48	
c. Mechanical - HVAC			
434271 Mechanical O & M - HVAC		\$57,547.00	
<b>H. Total Reimbursable Services Bill</b>		\$1,170,251.48	
<b>I. Total PBS Bill (F+G+H)</b>		\$42,583,227.43	
<b>J. LUMP SUM ITEMS</b>			
	Customization Tier		2
##      Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 635,676 is 452,276 Assigned Usable Space PLUS 183,400 Common Space. R/U Factor is 1.405505105

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The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 8,079.15 rentable square feet, \$510,859.42 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	556.42	\$35,183.74
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	7,522.73	\$475,675.68

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

### **ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative                      Title                      Date

**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of OA ADC00232 v61**

OA ADC00232 v.61 adds reimbursable preventive maintenance (PM) services for the UPS and HVAC systems.

**Audit No. 412014**

UPS preventive maintenance (PM) Contract amount is \$8,046.00 plus the one time RWA fee of \$100 for a total of \$8,146.00 to be paid monthly at \$894.00 per month for nine months beginning January 2018 through September 2018.

**Audit No. 412016**

HVAC preventive maintenance (PM) services contract amount is \$9,999.72 plus the one time RWA fee of \$100 for a total of \$10,099.72 to be paid monthly at \$1,111.08 per month for nine months beginning January 2018 through September 2018.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

ADC00232	Final	Version: 65	Page: 1 of 1
7073	DHS CBP MISSION SUPPORT FACILITIES		Date Last Modified: 04-Oct-2018
	DC0459AF		Fiscal Year Update
OA Start Date: 04-Oct-2018			Fiscal Year: 2019
OA End Date: 30-Sep-2019		Period: 04-Oct-2018 to 30-Sep-2019	

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	635,676	\$33,468,339.29	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	635,676	\$40,893,293.86	\$64.330408000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	635,676	\$8,822.66	\$0.013879184
12. Pro-Rata Joint Use Charges			
a. Building Amenities	8,079	\$510,859.42	\$63.231795846
<b>C. Joint Use SubTotal</b>		\$510,859.42	
<b>D. Total Annual Rent (A+B+C)</b>	635,676	\$41,412,975.95	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$41,412,975.95	
<b>G. Total Antenna Bill</b>		\$0.00	
16. Reimbursable Services			
a. Utilities			
434281 Overtime Utilities		\$1,112,704.48	
c. Mechanical - HVAC			
434271 Mechanical O & M - HVAC		\$57,547.00	
<b>H. Total Reimbursable Services Bill</b>		\$1,170,251.48	
<b>I. Total PBS Bill (F+G+H)</b>		\$42,583,227.43	
<b>J. LUMP SUM ITEMS</b>			
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	(b) (4)

Note: ANSI Rentable of 635,676 is 452,276 Assigned Usable Space PLUS 183,400 Common Space. R/U Factor is 1.405505105

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between CD OFFICE OF THE SECRETARY (1301) And GENERAL SERVICES ADMINISTRATION**

ADC00496	Final	Version:	48	Date Last Modified:	01-Oct-2018
DC0515AF				Annual Operating Cost Escalation	

CD OFFICE OF THE SECRETARY (Code 1301) will occupy 6,929.07 usable ( 9,738.71 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/01/2018.

The agency share of Joint Use Spaces is 123.78 rentable square feet.

CD OFFICE OF THE SECRETARY (Code 1301) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

CD OFFICE OF THE SECRETARY (Code 1301) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. CD OFFICE OF THE SECRETARY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also



reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

#### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

#### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

#### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

#### **OA Renewal**

In the event of a continued occupancy after expiration with no additional space and with no additional tenant improvements provided, the tenant agency will be financially responsible for an extension of this agreement at the market rates in place at the time of the expiration. The rates and term of the extension will be set according to the policy at the time of the extension. The tenant agency rights to relinquish space as specified in this OA remain in effect.

#### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

#### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA

budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 123.78 rentable square feet, \$7,826.60 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	8.52	\$539.03
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	115.25	\$7,287.57

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

**National Capital Optional**

**ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Increase of Space Effective 5/4/2018**

The purpose of this OA is to increase space by 1,206.35 USF effective 5/4/2018. The new USF is 6,929.07.

**Purpose of OA\_ADC00496**

The purpose of this OA is to extend the current assignment. CD OFFICE OF THE SECRETARY (Code 1301) will occupy 5,722.72 usable ( 8,043.31 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 60 months commencing on or about 10/01/2015.

The rates in this OA are based on the FY2016 appraisal and will be in effect from October 1, 2015 through September 30, 2020. At that time a new version of this OA will be provided reflecting the updated appraisal rates.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Late Increment -Increase of Space  
ADC00496  
1301

Final  
CD OFFICE OF THE SECRETARY  
DC0515AF  
OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2020

Version: 48

Page: 1 of 2  
Date Last Modified: 01-Oct-2018  
Annual Operating Cost Escalation  
Fiscal Year: 2019  
Period: 01-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	9,739	\$508,301.13	\$52.193887000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	9,739	\$617,865.92	\$63.444329000
<b>B. Agency Rent SubTotal</b>	9,739	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	124	\$7,826.60	\$63.231816722
<b>C. Joint Use SubTotal</b>		\$7,826.60	
<b>D. Total Annual Rent (A+B+C)</b>	9,739	\$625,692.52	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$625,692.52	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$625,692.52	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier 3			
## Operating Cost Escalation Applies	Amortization Terms (in months) (b) (4)		
	PBS Fee is		

Note: ANSI Rentable of 9,739 is 6,929 Assigned Usable Space PLUS 2,810 Common Space. R/U Factor is 1.405485873

Late Increment -Increase of Space  
ADC00496  
1301

Final  
CD OFFICE OF THE SECRETARY  
DC0515AF

Version: 48

Page:

2 of 2

Date Last Modified:

01-Oct-2018

OA Start Date:

01-Oct-2018

OA End Date:

30-Sep-2020

Annual Operating Cost Escalation

Fiscal Year:

2020

Period: 01-Oct-2019 to

30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	9,739	\$508,301.13	\$52.193887000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	9,739	\$620,166.78	\$63.680588282
<b>B. Agency Rent SubTotal</b>	9,739	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	124	\$7,990.96	\$64.559684873
<b>C. Joint Use SubTotal</b>		\$7,990.96	
<b>D. Total Annual Rent (A+B+C)</b>	9,739	\$628,157.74	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$628,157.74	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$628,157.74	
	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 9,739 is 6,929 Assigned Usable Space PLUS 2,810 Common Space. R/U Factor is 1.405485873

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (7056) And GENERAL SERVICES ADMINISTRATION**

ADC00689	Final	Version:	53	Date Last Modified:	01-Mar-2019
DC0459AF				Annual Operating Cost Escalation	

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will occupy 2,539.78 usable ( 3,567.74 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 03/01/2019. The agency share of Joint Use Spaces is 45.37 rentable square feet.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard



services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

### **Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

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Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

### **Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

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### **Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user

to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish

the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal

property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 45.37 rentable square feet, \$2,868.76 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	3.12	\$197.58
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	42.24	\$2,671.18

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Department of Homeland Security (DHS) Mandatory Clauses**

#### **Rent Components**

##### **Obligation to Pay Rent**

The DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

##### **Shell Rent**

The shell rental rate identified in the OA Financial Summary:

  X   For owned space, based upon comparable market data is final

#### Per Square Foot Operating Costs

The per-square-foot base-year operating costs identified in the OA Financial Summary:

☒ For owned space, based upon comparable market data is final

#### Tenant Improvement Cost

Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

- ☐ Represents the cost of minor improvements in existing space, it is unlikely to change significantly.
  - Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject to change, depending on the actual costs.
- ☐ Is the negotiated total tenant improvement value, it is unlikely to change significantly except for changes to the scope of the work.
- ☐ Is a buildout-period estimate, is subject to cost adjustments.
- ☐ Is the cost upon completion, may be subject to minor post-construction cost adjustments.

#### Applicable Terms

The following terms apply to this Occupancy Agreement:

- A. General TI Allowance (Total Dollars)
- B. General TI Allowance Expended (Total Dollars)
- C. Customization TI Allowance (Total Dollars)
- D. Customization TI Allowance Expended (Total Dollars)
- E. TI Amortization Rate (Annual)
- F. TI Amortization Term (Months)
- G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)
- H. Customization Tier for this OA

(b) (4)

#### Regional Mandatory Clauses

##### Building Service Hours

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

#### Optional Clauses

##### National Capital Optional

##### Final OA

This OA represents the final terms of occupancy.

#### ZZZ - Portfolio Signature Block

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses****Purpose of OA ADC00689 Vs 43**

This OA is to increase 993.13 USF to NPPDS OA (ADC00689) effective March 1, 2016.

**Appraisal Basis**

The rates in this OA are based on the FY16 appraisal and will be effective March 1, 2016 through February 28, 2021.

**Purpose of OA: ADC00689 Version 40**

The purpose of this OA is to extend the current assignment for a 60 month period effective 03/01/2016. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS(Code 7056) will occupy 1,546.65 usable ( 2,173.82 rentable) square feet of space at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC.

**Appraisal Basis: ADC00689**

The rates in this OA are based on an FY 2016 appraisal and are valid through February 28th 2021 at which time a new version of this OA will be presented reflecting FY 2021 appraisal rates

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Increasing  
space

ADC00689    Final  
7056    DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0459AF

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Version: 53    Date Last Modified: 01-Mar-2019

OA Start Date: 01-Mar-2019  
OA End Date: 28-Feb-2021

Annual Operating Cost  
Escalation  
Fiscal Year: 2019 Partial  
Period: 01-Mar-2019 to 30-Sep-2019

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	3,568	\$109,574.21	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	3,568	\$133,883.27	\$64.330409000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	3,568	\$28.89	\$0.013879279
12. Pro-Rata Joint Use Charges			
a. Building Amenities	45	\$1,673.44	\$63.231807118
<b>C. Joint Use SubTotal</b>		\$1,673.44	
<b>D. Total Annual Rent (A+B+C)</b>	3,568	\$135,585.60	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$135,585.60	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$135,585.60	
<b>J. LUMP SUM ITEMS</b>			
##      Operating Cost Escalation Applies	Customization Tier		2
	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

Increasing space  
ADC00689  
7056

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DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0459AF

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Version: 53    Date Last Modified: 01-Mar-2019

OA Start Date: 01-Mar-2019  
OA End Date: 28-Feb-2021

Annual Operating  
Cost Escalation  
Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	3,568	\$187,841.51	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>			
<b>B. Agency Rent SubTotal</b>	3,568	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	45	\$2,929.00	\$64.559675068
<b>C. Joint Use SubTotal</b>		\$2,929.00	
<b>D. Total Annual Rent (A+B+C)</b>	3,568	\$232,953.67	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$232,953.67	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$232,953.67	
	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718



Increasing space  
ADC00689  
7056

Final  
DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0459AF

Page: 3 of 3  
Version: 53  
Date Last Modified: 01-Mar-2019

OA Start Date: 01-Mar-2019  
OA End Date: 28-Feb-2021

Annual Operating  
Cost Escalation  
Fiscal Year: 2021 Partial  
Period: 01-Oct-2020 to 28-Feb-2021

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	3,568	\$78,267.30	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	3,568	\$95,995.54	\$64.575697589
<b>B. Agency Rent SubTotal</b>	3,568	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	45	\$1,246.05	\$65.915428244
<b>C. Joint Use SubTotal</b>		\$1,246.05	
<b>D. Total Annual Rent (A+B+C)</b>	3,568	\$97,241.59	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$97,241.59	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
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	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

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## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (7056) And GENERAL SERVICES ADMINISTRATION**

ADC00689	Final	Version:	52	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will occupy 2,539.78 usable ( 3,567.74 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 29 months commencing on or about 10/04/2018. The agency share of Joint Use Spaces is 45.37 rentable square feet.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

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The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

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to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

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The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish

the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal

property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 45.37 rentable square feet, \$2,868.76 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	3.12	\$197.58
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	42.24	\$2,671.18

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Department of Homeland Security (DHS) Mandatory Clauses**

#### **Rent Components**

##### **Obligation to Pay Rent**

The DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

##### **Shell Rent**

The shell rental rate identified in the OA Financial Summary:

  X   For owned space, based upon comparable market data is final

**Per Square Foot Operating Costs**

The per-square-foot base-year operating costs identified in the OA Financial Summary:

☒ For owned space, based upon comparable market data is final

**Tenant Improvement Cost**

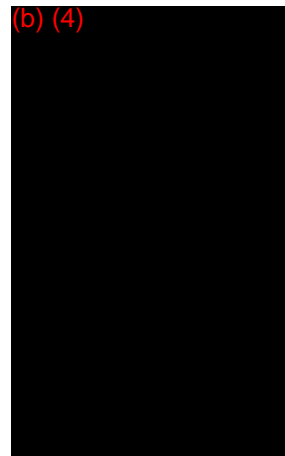
Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

- ☐ Represents the cost of minor improvements in existing space, it is unlikely to change significantly.
  - ☐ Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject to change, depending on the actual costs.
  - ☐ Is the negotiated total tenant improvement value, it is unlikely to change significantly except for changes to the scope of the work.
- ☐ Is a buildout-period estimate, is subject to cost adjustments.
- ☐ Is the cost upon completion, may be subject to minor post-construction cost adjustments.

**Applicable Terms**

The following terms apply to this Occupancy Agreement:

- A. General TI Allowance (Total Dollars)
- B. General TI Allowance Expended (Total Dollars)
- C. Customization TI Allowance (Total Dollars)
- D. Customization TI Allowance Expended (Total Dollars)
- E. TI Amortization Rate (Annual)
- F. TI Amortization Term (Months)
- G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)
- H. Customization Tier for this OA



**Regional Mandatory Clauses**

**Building Service Hours**

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

**Optional Clauses**

**National Capital Optional**

**Final OA**

This OA represents the final terms of occupancy.

**ZZZ - Portfolio Signature Block**

Approved:

NCR Portfolio Representative                      Title                      Date

**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of OA ADC00689 Vs 43**

This OA is to increase 993.13 USF to NPPDS OA (ADC00689) effective March 1, 2016.

**Appraisal Basis**

The rates in this OA are based on the FY16 appraisal and will be effective March 1, 2016 through February 28, 2021.

**Purpose of OA: ADC00689 Version 40**

The purpose of this OA is to extend the current assignment for a 60 month period effective 03/01/2016. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS(Code 7056) will occupy 1,546.65 usable ( 2,173.82 rentable) square feet of space at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC.

**Appraisal Basis: ADC00689**

The rates in this OA are based on an FY 2016 appraisal and are valid through February 28th 2021 at which time a new version of this OA will be presented reflecting FY 2021 appraisal rates

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date



Increasing space

ADC00689    Final

7056

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE  
FPS  
DC0459AF

Page: 1 of 3  
Version: 52    Date Last Modified: 04-Oct-2018

OA Start Date: 04-Oct-2018

OA End Date: 28-Feb-2021

Fiscal Year Update

Fiscal Year: 2019

Period: 04-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	3,568	\$187,841.51	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	3,568	\$229,197.54	\$64.241660417
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	3,568	\$49.52	\$0.013879279
12. Pro-Rata Joint Use Charges			
a. Building Amenities	45	\$2,868.76	\$63.231807118
<b>C. Joint Use SubTotal</b>		\$2,868.76	
<b>D. Total Annual Rent (A+B+C)</b>	3,568	\$232,115.82	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$232,115.82	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$232,115.82	
<b>J. LUMP SUM ITEMS</b>			
##      Operating Cost Escalation Applies	Customization Tier		2
	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

Increasing space

ADC00689    Final

7056

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE  
FPS  
DC0459AF

Page: 2 of 3  
Version: 52    Date Last Modified: 04-Oct-2018

OA Start Date: 04-Oct-2018

OA End Date: 28-Feb-2021

Fiscal Year Update  
Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	3,568	\$187,841.51	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	3,568	\$230,066.02	\$64.485085286
<b>B. Agency Rent SubTotal</b>	3,568	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	45	\$2,929.00	\$64.559675068
<b>C. Joint Use SubTotal</b>		\$2,929.00	
<b>D. Total Annual Rent (A+B+C)</b>	3,568	\$232,995.02	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$232,995.02	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$232,995.02	
	Customization Tier		2
##      Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

Increasing space

ADC00689    Final

7056

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE  
FPS  
DC0459AF

Page: 3 of 3  
Version: 52    Date Last Modified: 04-Oct-2018

OA Start Date: 04-Oct-2018

OA End Date: 28-Feb-2021

Fiscal Year Update  
Fiscal Year: 2021 Partial  
Period: 01-Oct-2020 to 28-Feb-2021

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	3,568	\$78,267.30	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	3,568	\$96,012.92	\$64.587389061
<b>B. Agency Rent SubTotal</b>	3,568	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	45	\$1,246.05	\$65.915428244
<b>C. Joint Use SubTotal</b>		\$1,246.05	
<b>D. Total Annual Rent (A+B+C)</b>	3,568	\$97,258.97	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$97,258.97	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$97,258.97	
	Customization Tier		2
##      Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 3,568 is 2,540 Assigned Usable Space PLUS 1,028 Common Space. R/U Factor is 1.404743718

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between DHS CBP MISSION SUPPORT FACILITIES (7073) And GENERAL SERVICES ADMINISTRATION**

ADC07436	Final	Version:	4	Date Last Modified:	19-Sep-2018
DC0516AF				Extension of Term	

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will occupy 0.00 usable ( 0.00 rentable) square feet of space and 220 structured parking spaces and 0 surface parking spaces at REAGAN BLDG GARAGE (DC0516) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 10/01/2018.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS CBP MISSION SUPPORT FACILITIES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

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The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

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The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

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The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **Optional Clauses for All Occupancy Agreements**

#### **Continuing Occupancies - Parking Only Assignment**

This OA is being extended to reflect the continuing requirement of your current parking assignment. There have been no changes to the number of structured or surface parking spaces or the number of reserved or unreserved parking spaces. The parking rate term has been extended for an additional 10 years 120 months. The rate per space is established from the most recent FAR appraisal per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

### **Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts



for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of the OA Clause - ADC07436 v.4**

The purpose of this DHS CBP Mission Support Facilities OA is to extend the occupancy term for 10 years from October 1, 2018 to September 30, 2028, for 220 parking spaces.

**Appraisal Basis Clause - ADC07436 v.4**

The rates in this OA are based on the FY19 appraisal and will be effective 10/1/2018 through 9/30/2028, at which time a new OA will be provided reflecting an updated appraisal.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2019  
Period: 01-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
<b>9. Parking</b>			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	
<b>J. LUMP SUM ITEMS</b>			

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	
	Customization Tier		2
	Amortization Terms (in months)		120
	PBS Fee is		0%

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2021  
Period: 01-Oct-2020 to 30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
<b>9. Parking</b>			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

Amortization Terms (in months)

PBS Fee is

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(b) (4)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2022  
Period: 01-Oct-2021 to 30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2023  
Period: 01-Oct-2022 to 30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2024  
Period: 01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

Amortization Terms (in months)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2025  
Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

Amortization Terms (in months)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2026  
Period: 01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

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Amortization Terms (in months)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2027  
Period: 01-Oct-2026 to 30-Sep-2027

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

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Amortization Terms (in months)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2028  
Period: 01-Oct-2027 to 30-Sep-2028

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	220	\$826,229.80	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$826,229.80	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$826,229.80	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$826,229.80	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$826,229.80	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (4762) And GENERAL SERVICES ADMINISTRATION**

ADC07501	Final	Version:	16	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (Code 4762) will occupy 9,841.08 usable (13,824.19 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 119 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 175.79 rentable square feet.

PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (Code 4762) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

PBS - MAINTENANCE AND CUSTODIAL OPERATIONS (Code 4762) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. PBS - MAINTENANCE AND CUSTODIAL OPERATIONS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones,

furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the

general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **GSA Mandatory Clauses**

#### **Space Utilization for GSA Occupancy**

Tenant agency personnel in this space include federal employees and contractors. The utilization rate for this space will be USF/person. For instructions on how to count personnel, please refer to the GSA directive OAS P 7005.1 Internal Space Allocation, Design, and Management Policy

#### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 175.79 rentable square feet, \$11,115.80 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	12.11	\$765.56
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	163.69	\$10,350.24

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**



**National Capital Optional**

**Final OA**

This OA represents the final terms of occupancy.

**ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of OA ADC07501 v.11**

The purpose of this PBS MACO OA is to extend the occupancy term for 20 years from September 1, 2018 to August 31, 2028, for 9,841.08 usable ( 13,824.19 rentable) square feet of space.

**Appraisal Basis ADC07501 v.11**

The rates in this OA are based on the FY18 appraisal and will be effective 9/1/2018 through 8/31/2028, at which time a new OA will be provided reflecting an updated appraisal.

**Office Utilization Rate (U/R) - ADC07501 v.11**

10 personnel will occupy 9,841.08 USF, yielding an office utilization rate (UR) of 768 SF per person.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title

Date	Date
------	------

FY18 Continuing Occupancy

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OA Start Date:

04-Oct-2018

OA End Date:

31-Aug-2028

Version: 16

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Date Last Modified: 04-Oct-2018

Fiscal Year Update

Fiscal Year: 2019

Period: 04-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$816,675.12	\$59.075802500
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	13,824	\$191.87	\$0.013879279
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$11,115.80	\$63.231784120
<b>C. Joint Use SubTotal</b>		\$11,115.80	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$827,982.79	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$827,982.79	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$827,982.79	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier			
Amortization Terms (in months)			
PBS Fee is			
##	Operating Cost Escalation Applies		1
			(b) (4)

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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OA Start Date: 04-Oct-2018  
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Date Last Modified: 04-Oct-2018

Fiscal Year Update

Fiscal Year: 2020

Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$819,301.19	\$59.265764352
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$11,349.23	\$64.559651587
<b>C. Joint Use SubTotal</b>		\$11,349.23	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$830,650.42	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$830,650.42	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$830,650.42	
	Customization Tier		1
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update

Fiscal Year: 2021

Period: 01-Oct-2020 to 30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$821,982.40	\$59.459715404
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$11,587.57	\$65.915404270
<b>C. Joint Use SubTotal</b>		\$11,587.57	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$833,569.97	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$833,569.97	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$833,569.97	
##	Operating Cost Escalation Applies	Customization Tier	1
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Date Last Modified: 04-Oct-2018

Fiscal Year Update

Fiscal Year: 2022

OA Start Date: 04-Oct-2018

OA End Date: 31-Aug-2028

Period: 01-Oct-2021 to 30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$824,719.92	\$59.657739427
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$11,830.90	\$67.299627760
<b>C. Joint Use SubTotal</b>		\$11,830.90	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$836,550.83	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$836,550.83	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$836,550.83	
##	Operating Cost Escalation Applies	Customization Tier	1
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update

Fiscal Year: 2023

Period: 01-Oct-2022 to 30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate		
a.	General	13,824	\$691,624.23    \$50.030000000
3.	Operating Costs ##	(b) (4)	
<b>A.</b>	<b>Market Rent SubTotal</b>	13,824	\$827,514.93    \$59.859921955
<b>B.</b>	<b>Agency Rent SubTotal</b>	13,824	\$0.00    \$0.000000000
12.	Pro-Rata Joint Use Charges		
a.	Building Amenities	176	\$12,079.35    \$68.712919943
<b>C.</b>	<b>Joint Use SubTotal</b>		\$12,079.35
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	13,824	\$839,594.29
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$839,594.29
<b>G.</b>	<b>Total Antenna Bill</b>		\$0.00
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$839,594.29
Customization Tier			
##	Operating Cost Escalation Applies	Amortization Terms (in months)	1
		PBS Fee is	(b) (4)

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update

Fiscal Year: 2024

Period: 01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$830,368.64	\$60.066350316
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$12,333.02	\$70.155891262
<b>C. Joint Use SubTotal</b>		\$12,333.02	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$842,701.66	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$842,701.66	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$842,701.66	
	Customization Tier		1
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660



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Date Last Modified: 04-Oct-2018

Fiscal Year Update

Fiscal Year: 2025

Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$833,282.27	\$60.277113673
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$12,592.01	\$71.629164978
<b>C. Joint Use SubTotal</b>		\$12,592.01	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$845,874.29	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$845,874.29	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$845,874.29	
##	Operating Cost Escalation Applies	Customization Tier	1
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Date Last Modified: 04-Oct-2018

Fiscal Year Update

Fiscal Year: 2026

Period: 01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
1.	Shell Rental Rate		
a.	General	13,824	\$691,624.23
3.	Operating Costs ##	(b) (4)	\$50.030000000
<b>A.</b>	<b>Market Rent SubTotal</b>	13,824	\$836,257.09
<b>B.</b>	<b>Agency Rent SubTotal</b>	13,824	\$0.00
12.	Pro-Rata Joint Use Charges		
a.	Building Amenities	176	\$12,856.45
<b>C.</b>	<b>Joint Use SubTotal</b>		\$73.133377443
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	13,824	\$12,856.45
<b>E.</b>	<b>Adjustments SubTotal</b>		\$849,113.54
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00
<b>G.</b>	<b>Total Antenna Bill</b>		\$849,113.54
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$0.00
			\$849,113.54
	Customization Tier		1
##	Operating Cost Escalation Applies	Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update

Fiscal Year: 2027

Period: 01-Oct-2026 to 30-Sep-2027

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$691,624.23	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	13,824	\$839,294.38	\$60.712011424
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$13,126.43	\$74.669178369
<b>C. Joint Use SubTotal</b>		\$13,126.43	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$852,420.81	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$852,420.81	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$852,420.81	
	Customization Tier		1
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

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Version: 16    Date Last Modified: 04-Oct-2018  
Fiscal Year Update  
Fiscal Year: 2028 Partial  
Period: 01-Oct-2027 to 31-Aug-2028

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	13,824	\$633,988.87	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>			
<b>B. Agency Rent SubTotal</b>	13,824	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	176	\$12,285.25	\$76.237231115
<b>C. Joint Use SubTotal</b>		\$12,285.25	
<b>D. Total Annual Rent (A+B+C)</b>	13,824	\$784,239.64	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$784,239.64	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$784,239.64	
##      Operating Cost Escalation Applies	Customization Tier		1
	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 13,824 is 9,841 Assigned Usable Space PLUS 3,983 Common Space. R/U Factor is 1.404743660

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between GSA OUTLEASED SPACE (4787) And GENERAL SERVICES ADMINISTRATION**

ADC07502	Final	Version:	1	Date Last Modified:	04-Jun-2018
DC0459AF					

GSA OUTLEASED SPACE (Code 4787) will occupy 1,551.53 usable ( 2,182.68 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 312 months commencing on or about 05/01/2013.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. GSA OUTLEASED SPACE is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems



are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

#### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

#### **Other Mandatory Clauses**

##### **Space Item of Antenna**

Placement, installation, operation and removal of telecommunications devices (such as antennas) in common areas (such as rooftops) may be conducted by the customer agency with the approval of the GSA Building Manager. GSA's cost for providing space for telecommunications will be covered through a license fee that may be established by GSA on the basis of:

An appraisal or market analysis prepared by a local real estate professional.

or

A national valuation model.

#### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

#### **Regional Mandatory Clauses**

##### **Building Service Hours**

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

#### **Optional Clauses**

##### **Ad Hoc Clauses**

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Extenet Systems, Inc.  
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Date Last Modified: 04-Jun-2018

OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2013 Partial  
Period: 01-May-2013 to 30-Sep-2013

	Charge Basis	Period Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	2,183	\$56.95	\$0.062617000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$56.95	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$56.95	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$56.95	
<b>J. LUMP SUM ITEMS</b>			
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2014  
Period: 01-Oct-2013 to 30-Sep-2014

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	2,183	\$136.67	\$0.062617000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$136.67	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$136.67	
15. Antennas			
Antenna		\$13,693.33	
<b>G. Total Antenna Bill</b>		\$13,693.33	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$13,830.01	
Customization Tier		2	
Amortization Terms (in months)		(b) (4)	
PBS Fee is			

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2015  
Period: 01-Oct-2014 to 30-Sep-2015

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	2,183	\$136.67	\$0.062617000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$136.67	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$136.67	
15. Antennas			
Antenna		\$19,170.67	
Antenna		\$14,241.07	
<b>G. Total Antenna Bill</b>		\$33,411.73	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$33,548.41	
Customization Tier		2	
Amortization Terms (in months)		(b) (4)	
PBS Fee is		(4)	

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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Date Last Modified: 04-Jun-2018

OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Period: 01-Oct-2015 to 30-Sep-2016  
Fiscal Year: 2016

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	2,183	\$11.39	\$0.005218083
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$11.39	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$11.39	
15. Antennas			
Antenna		\$19,937.49	
Antenna		\$14,810.71	
<b>G. Total Antenna Bill</b>		\$34,748.20	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$34,759.59	
Customization Tier		2	
Amortization Terms (in months)		(b) (4)	
PBS Fee is			

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2017  
Period: 01-Oct-2016 to 30-Sep-2017

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$20,734.99	
Antenna		\$15,403.14	
<b>G. Total Antenna Bill</b>		\$36,138.13	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,138.13	
Customization Tier		2	
Amortization Terms (in months)		(b) (4)	
PBS Fee is			

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2018  
Period: 01-Oct-2017 to 30-Sep-2018

		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	2,183	\$0.00	\$0.000000000
B.	Agency Rent SubTotal	2,183	\$0.00	\$0.000000000
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	2,183	\$0.00	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$0.00	
15.	Antennas			
	Antenna		\$36,967.53	
G.	Total Antenna Bill		\$36,967.53	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959



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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2019  
Period: 01-Oct-2018 to 30-Sep-2019

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	2,183	\$0.00	\$0.000000000
B.	Agency Rent SubTotal	2,183	\$0.00	\$0.000000000
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	2,183	\$0.00	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$0.00	
15.	Antennas			
	Antenna		\$36,967.53	
G.	Total Antenna Bill		\$36,967.53	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2021  
Period: 01-Oct-2020 to 30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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Date Last Modified: 04-Jun-2018

OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2022  
Period: 01-Oct-2021 to 30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
Customization Tier		2	
Amortization Terms (in months)		(b) (4)	
PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2023  
Period: 01-Oct-2022 to 30-Sep-2023

		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	2,183	\$0.00	\$0.000000000
B.	Agency Rent SubTotal	2,183	\$0.00	\$0.000000000
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	2,183	\$0.00	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$0.00	
15.	Antennas			
	Antenna		\$36,967.53	
G.	Total Antenna Bill		\$36,967.53	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2024  
Period: 01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2025  
Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2026  
Period: 01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959



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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2027  
Period: 01-Oct-2026 to 30-Sep-2027

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2028  
Period: 01-Oct-2027 to 30-Sep-2028

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b)	
	PBS Fee is		(4)	

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2029  
Period: 01-Oct-2028 to 30-Sep-2029

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2030  
Period: 01-Oct-2029 to 30-Sep-2030

		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	2,183	\$0.00	\$0.000000000
B.	Agency Rent SubTotal	2,183	\$0.00	\$0.000000000
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	2,183	\$0.00	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$0.00	
15.	Antennas			
	Antenna		\$36,967.53	
G.	Total Antenna Bill		\$36,967.53	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2031  
Period: 01-Oct-2030 to 30-Sep-2031

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2032  
Period: 01-Oct-2031 to 30-Sep-2032

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2033  
Period: 01-Oct-2032 to 30-Sep-2033

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2034  
Period: 01-Oct-2033 to 30-Sep-2034

		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	2,183	\$0.00	\$0.000000000
B.	Agency Rent SubTotal	2,183	\$0.00	\$0.000000000
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	2,183	\$0.00	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$0.00	
15.	Antennas			
	Antenna		\$36,967.53	
G.	Total Antenna Bill		\$36,967.53	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959



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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2035  
Period: 01-Oct-2034 to 30-Sep-2035

		Charge Basis	Annual Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$36,967.53	
<b>G.</b>	<b>Total Antenna Bill</b>		\$36,967.53	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b)	
	PBS Fee is		(4)	

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2036  
Period: 01-Oct-2035 to 30-Sep-2036

		Charge Basis	Annual Charge	Annual Rate
A.	Market Rent SubTotal	2,183	\$0.00	\$0.000000000
B.	Agency Rent SubTotal	2,183	\$0.00	\$0.000000000
C.	Joint Use SubTotal		\$0.00	
D.	Total Annual Rent (A+B+C)	2,183	\$0.00	
E.	Adjustments SubTotal		\$0.00	
F.	Total Rent Bill(D+E)		\$0.00	
15.	Antennas			
	Antenna		\$36,967.53	
G.	Total Antenna Bill		\$36,967.53	
H.	Total Reimbursable Services Bill		\$0.00	
I.	Total PBS Bill (F+G+H)		\$36,967.53	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2037  
Period: 01-Oct-2036 to 30-Sep-2037

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2038  
Period: 01-Oct-2037 to 30-Sep-2038

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>15. Antennas</b>			
Antenna		\$36,967.53	
<b>G. Total Antenna Bill</b>		\$36,967.53	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$36,967.53	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

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OA Start Date: 01-May-2013  
OA End Date: 30-Apr-2039

Fiscal Year: 2039 Partial  
Period: 01-Oct-2038 to 30-Apr-2039

		Charge Basis	Period Charge	Annual Rate
<b>A.</b>	<b>Market Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>B.</b>	<b>Agency Rent SubTotal</b>	2,183	\$0.00	\$0.000000000
<b>C.</b>	<b>Joint Use SubTotal</b>		\$0.00	
<b>D.</b>	<b>Total Annual Rent (A+B+C)</b>	2,183	\$0.00	
<b>E.</b>	<b>Adjustments SubTotal</b>		\$0.00	
<b>F.</b>	<b>Total Rent Bill(D+E)</b>		\$0.00	
<b>15.</b>	<b>Antennas</b>			
	Antenna		\$21,564.39	
<b>G.</b>	<b>Total Antenna Bill</b>		\$21,564.39	
<b>H.</b>	<b>Total Reimbursable Services Bill</b>		\$0.00	
<b>I.</b>	<b>Total PBS Bill (F+G+H)</b>		\$21,564.39	
	Customization Tier		2	
	Amortization Terms (in months)		(b) (4)	
	PBS Fee is			

Note: ANSI Rentable of 2,183 is 1,552 Assigned Usable Space PLUS 631 Common Space. R/U Factor is 1.406788959

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between DHS CBP MISSION SUPPORT FACILITIES (7073) And GENERAL SERVICES ADMINISTRATION**

ADC07503	Final	Version:	19	Date Last Modified:	30-Sep-2018
DC0515AF				Fiscal Year Update	

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will occupy 618.03 usable ( 868.17 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 09/30/2018.

The agency share of Joint Use Spaces is 11.04 rentable square feet.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS CBP MISSION SUPPORT FACILITIES (Code 7073) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS CBP MISSION SUPPORT FACILITIES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been



included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 11.04 rentable square feet, \$698.08 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	0.76	\$48.08
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	10.28	\$650.01

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7 am to 5 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

### **ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative                      Title                      Date

**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of the OA - ADC07503 v.14**

The purpose of this DHS CBP Mission Support Facility OA is to extend the occupancy term for 10 years from September 20, 2018 to September 19, 2028, for 618.03 usable (868.17 rentable) square feet of space.

**Appraisal Basis Clause - ADC07503 v.14**

The rates in this OA are based on the FY19 appraisal and will be effective 9/20/2018 through 9/19/2028, at which time a new OA will be provided reflecting an updated appraisal.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

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OA Start Date: 30-Sep-2018  
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Fiscal Year Update  
Fiscal Year: 2019  
Period: 30-Sep-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$51,274.12	\$59.060000000
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$698.08	\$63.231443042
<b>C. Joint Use SubTotal</b>		\$698.08	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$51,972.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$51,972.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$51,972.20	
<b>J. LUMP SUM ITEMS</b>			
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update  
Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$51,438.75	\$59.249630000
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$712.74	\$64.559303345
<b>C. Joint Use SubTotal</b>		\$712.74	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$52,151.49	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$52,151.49	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$52,151.49	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

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OA Start Date: 30-Sep-2018  
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Fiscal Year Update  
Fiscal Year: 2021  
Period: 01-Oct-2020 to 30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$51,606.84	\$59.443242230
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$727.71	\$65.915048716
<b>C. Joint Use SubTotal</b>		\$727.71	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$52,334.55	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$52,334.55	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$52,334.55	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update  
Fiscal Year: 2022  
Period: 01-Oct-2021 to 30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$51,778.46	\$59.640920317
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$742.99	\$67.299264739
<b>C. Joint Use SubTotal</b>		\$742.99	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$52,521.45	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$52,521.45	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$52,521.45	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

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Fiscal Year Update  
Fiscal Year: 2023  
Period: 01-Oct-2022 to 30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$51,953.68	\$59.842749643
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$758.59	\$68.712549298
<b>C. Joint Use SubTotal</b>		\$758.59	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$52,712.27	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$52,712.27	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$52,712.27	
## Operating Cost Escalation Applies	Customization Tier		2
	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660



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OA End Date: 19-Sep-2028

Fiscal Year Update  
Fiscal Year: 2024  
Period: 01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$52,132.58	\$60.048817386
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$774.52	\$70.155512833
<b>C. Joint Use SubTotal</b>		\$774.52	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$52,907.10	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$52,907.10	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$52,907.10	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

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Fiscal Year: 2025  
Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$52,315.24	\$60.259212551
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$790.79	\$71.628778603
<b>C. Joint Use SubTotal</b>		\$790.79	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$53,106.03	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$53,106.03	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$53,106.03	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

FY19 Continuing Occupancy  
ADC07503  
7073

Final  
DHS CBP MISSION SUPPORT FACILITIES  
DC0515AF

Version: 19

Page: 8 of 10  
Date Last Modified: 30-Sep-2018

OA Start Date: 30-Sep-2018  
OA End Date: 19-Sep-2028

Fiscal Year Update  
Fiscal Year: 2026  
Period: 01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$52,501.74	\$60.474026015
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$807.39	\$73.132982954
<b>C. Joint Use SubTotal</b>		\$807.39	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$53,309.13	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$53,309.13	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$53,309.13	
##      Operating Cost Escalation Applies	Customization Tier		2
	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

FY19 Continuing Occupancy  
ADC07503  
7073

Final  
DHS CBP MISSION SUPPORT FACILITIES  
DC0515AF

Version: 19

Page: 9 of 10  
Date Last Modified: 30-Sep-2018

OA Start Date: 30-Sep-2018  
OA End Date: 19-Sep-2028

Fiscal Year Update  
Fiscal Year: 2027  
Period: 01-Oct-2026 to 30-Sep-2027

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$52,692.15	\$60.693350561
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$824.35	\$74.668775596
<b>C. Joint Use SubTotal</b>		\$824.35	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$53,516.50	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$53,516.50	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$53,516.50	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

FY19 Continuing Occupancy  
ADC07503  
7073

Final  
DHS CBP MISSION SUPPORT FACILITIES  
DC0515AF

Version: 19

Page: 10 of 10  
Date Last Modified: 30-Sep-2018

OA Start Date: 30-Sep-2018  
OA End Date: 19-Sep-2028

Fiscal Year Update  
Fiscal Year: 2028  
Period: 01-Oct-2027 to 19-Sep-2028

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	868	\$43,434.55	\$50.030000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	868	\$52,886.56	\$60.917280923
<b>B. Agency Rent SubTotal</b>	868	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	11	\$841.66	\$76.236819883
<b>C. Joint Use SubTotal</b>		\$841.66	
<b>D. Total Annual Rent (A+B+C)</b>	868	\$53,728.22	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$53,728.22	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$53,728.22	
##	Operating Cost Escalation Applies	Customization Tier	2
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 868 is 618 Assigned Usable Space PLUS 250 Common Space. R/U Factor is 1.404743660

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between GSA OUTLEASED SPACE (4787) And GENERAL SERVICES ADMINISTRATION**

ADC07536	Final	Version:	2	Date Last Modified:	13-May-2016
DC0459AF				Extension of Term	

GSA OUTLEASED SPACE (Code 4787) will occupy 5,080.08 usable ( 7,143.06 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 90 months commencing on or about 03/16/2016.

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration rent in accordance with the attached page(s).

GSA OUTLEASED SPACE (Code 4787) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. GSA OUTLEASED SPACE is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been



included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems

are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **Ad Hoc Clauses**

#### **ADC07536\_Purpose of the OA**

The OA has been created in junction with the ITC agreement pertaining to all the Ronald Reagan buildings. This building has been recently IMV and this space has been identified as ITC space.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

ITC space			Page:	1 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2016 Partial
OA End Date:	30-Sep-2023	Period:	16-Mar-2016 to	30-Sep-2016

	Charge Basis	Period Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	
<b>J. LUMP SUM ITEMS</b>			

Customization Tier	2
Amortization Terms (in months)	(b) (4)
PBS Fee is	

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

ITC space			Page:	2 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2017
OA End Date:	30-Sep-2023	Period:	01-Oct-2016 to	30-Sep-2017

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

ITC space			Page:	3 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2018
OA End Date:	30-Sep-2023	Period:	01-Oct-2017 to	30-Sep-2018

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	

Customization Tier	2
Amortization Terms (in months)	(b) (4)
PBS Fee is	

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

ITC space			Page:	4 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2019
OA End Date:	30-Sep-2023	Period:	01-Oct-2018 to	30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	

Customization Tier  
Amortization Terms (in months)  
PBS Fee is

2  
(b) (4)

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

ITC space			Page:	5 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2020
OA End Date:	30-Sep-2023	Period:	01-Oct-2019 to	30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

ITC space			Page:	6 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2021
OA End Date:	30-Sep-2023	Period:	01-Oct-2020 to	30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	

Customization Tier	2
Amortization Terms (in months)	(b) (4)
PBS Fee is	

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212



ITC space			Page:	7 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2022
OA End Date:	30-Sep-2023	Period:	01-Oct-2021 to	30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

ITC space			Page:	8 of 8
ADC07536	Final	Version: 2	Date Last Modified:	13-May-2016
4787	GSA OUTLEASED SPACE			
	DC0459AF		Extension of Term	
OA Start Date:	16-Mar-2016		Fiscal Year:	2023
OA End Date:	30-Sep-2023	Period:	01-Oct-2022 to	30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>B. Agency Rent SubTotal</b>	7,143	\$0.00	\$0.000000000
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	7,143	\$0.00	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$0.00	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$0.00	
	Customization Tier	2	
	Amortization Terms (in months)	(b) (4)	
	PBS Fee is		

Note: ANSI Rentable of 7,143 is 5,080 Assigned Usable Space PLUS 2,063 Common Space. R/U Factor is 1.406092212

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (7056) And GENERAL SERVICES ADMINISTRATION**

ADC08364	Final	Version:	1	Date Last Modified:	29-Sep-2017
DC0516AF					

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will occupy 0.00 usable ( 0.00 rentable) square feet of space and 16 structured parking spaces and 0 surface parking spaces at REAGAN BLDG GARAGE (DC0516) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 11/01/2016.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard

services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

### **Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

### **Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

### **Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

### **Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user

to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish

the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal

property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Department of Homeland Security (DHS) Mandatory Clauses**

#### **Rent Components**

##### **Obligation to Pay Rent**

The DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) obligation to pay Rent for the space governed by this OA commences upon substantial completion and acceptance of the space by the GSA project manager. DHS NATIONAL PROTECTION AND PROGRAMS DIRECTORATE FPS (Code 7056) will accompany GSA on the walk-through of the space prior to GSA acceptance of the space. (Note: This clause supersedes any conflicting clauses in the Standard Clauses.)

##### **Shell Rent**

The shell rental rate identified in the OA Financial Summary:

☒ For owned space, based upon comparable market data is final

##### **Per Square Foot Operating Costs**

The per-square-foot base-year operating costs identified in the OA Financial Summary:

☒ For owned space, based upon comparable market data is final

##### **Tenant Improvement Cost**

Whether the assignment is in owned or leased space, if the tenant improvement cost identified in the OA Financial Summary:

☐ Represents the cost of minor improvements in existing space, it is unlikely to change significantly.

☐ Is the tenant improvement allowance or a preliminary modification of the tenant allowance, is subject to change, depending on the actual costs.

☐

Is the negotiated total tenant improvement value, it is unlikely to change significantly except for changes to the scope of the work.

\_\_\_ Is a buildout-period estimate, is subject to cost adjustments.

\_\_\_ Is the cost upon completion, may be subject to minor post-construction cost adjustments.

### **Applicable Terms**

The following terms apply to this Occupancy Agreement:

A. General TI Allowance (Total Dollars)	\$0.00
B. General TI Allowance Expended (Total Dollars)	\$0.00
C. Customization TI Allowance (Total Dollars)	\$0.00
D. Customization TI Allowance Expended (Total Dollars)	\$0.00
E. TI Amortization Rate (Annual)	2.015
F. TI Amortization Term (Months)	120
G. Total TI Lump-Sum Payment Buy-Down (Total Dollars)	\$0.00
H. Customization Tier for this OA	2

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

#### **ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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### **Ad Hoc Clauses**

#### **Purpose of OA ADC08364 v.1 - Parking Only**

The purpose of this OA is to memorialize rent for DHS National Protection and Programs Directorate FPS, which will be backfilling 16 structured parking for a period of 120 months from November 1, 2016 to October 31, 2026

#### **Appraisal Basis Clause ADC08364 v.1**



The rates in this OA are based on the FY17 appraisal for unreserved parking, and will be effective 11/1/2016 through 10/31/2026, at which time a new OA will be provided reflecting an updated appraisal. The annual rent includes the per space rate of \$3,646.20 or \$58,339.20 for all sixteen (16) parking spaces.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

16 Parking Spaces at

RRB

ADC08364

7056

Final

DHS NATIONAL PROTECTION AND PROGRAMS

DIRECTORATE FPS

DC0516AF

OA Start Date: 01-Nov-2016

OA End Date: 31-Oct-2026

Page: 1 of 11

Version: 1

Date Last Modified: 29-Sep-2017

Fiscal Year: 2017 Partial

Period: 01-Nov-2016 to 30-Sep-2017

	Charge Basis	Period Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
<b>9. Parking</b>			
a. Structured (number of spaces)	16	\$53,477.60	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$53,477.60	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$53,477.60	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$53,477.60	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$53,477.60	
<b>J. LUMP SUM ITEMS</b>			

Customization Tier

Amortization Terms (in months)

PBS Fee is

2  
(b) (4)

16 Parking Spaces at  
RRB

Page: 2 of 11

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Version: 1

Date Last  
Modified:

29-Sep-2017

7056

DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016

Fiscal Year: 2018

OA End Date: 31-Oct-2026

Period: 01-Oct-2017 to 30-Sep-2018

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified: 29-Sep-2017

7056    DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016  
OA End Date: 31-Oct-2026

Fiscal Year: 2019  
Period: 01-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056    DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016  
OA End Date: 31-Oct-2026

Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

Amortization Terms (in months)

PBS Fee is

2  
(b) (4)

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056

DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016

Fiscal Year: 2021

OA End Date: 31-Oct-2026

Period: 01-Oct-2020 to 30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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Version: 1

Date Last  
Modified:

29-Sep-2017

7056

DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016

Fiscal Year: 2022

OA End Date: 31-Oct-2026

Period: 01-Oct-2021 to 30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056

DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016

Fiscal Year: 2023

OA End Date: 31-Oct-2026

Period: 01-Oct-2022 to 30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is



16 Parking Spaces at  
RRB

Page: 8 of 11

ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056    DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016  
OA End Date: 31-Oct-2026

Fiscal Year: 2024  
Period: 01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056

DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016

Fiscal Year: 2025

OA End Date: 31-Oct-2026

Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056    DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016  
OA End Date: 31-Oct-2026

Fiscal Year: 2026  
Period: 01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$58,339.20	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$58,339.20	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$58,339.20	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$58,339.20	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$58,339.20	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

16 Parking Spaces at  
RRB

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ADC08364    Final

Version: 1

Date Last  
Modified:

29-Sep-2017

7056    DHS NATIONAL PROTECTION AND PROGRAMS  
DIRECTORATE FPS  
DC0516AF

OA Start Date: 01-Nov-2016  
OA End Date: 31-Oct-2026

Fiscal Year: 2027 Partial  
Period: 01-Oct-2026 to 31-Oct-2026

	Charge Basis	Monthly Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	16	\$4,861.60	\$3,646.200000000
<b>B. Agency Rent SubTotal</b>	0	\$4,861.60	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$4,861.60	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$4,861.60	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$4,861.60	

Customization Tier

2

Amortization Terms (in months)

(b) (4)

PBS Fee is

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION**

ADC00359	Final	Version:	43	Date Last Modified:	01-Oct-2018
DC0515AF				Annual Operating Cost Escalation	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 26,710.84 usable ( 37,542.22 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG TRADE CT (DC0515) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/01/2018.

The agency share of Joint Use Spaces is 477.14 rentable square feet.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems



are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 477.14 rentable square feet, \$30,170.71 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	32.86	\$2,077.91
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	444.28	\$28,092.81

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7am to 5pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **Optional Clauses for All Occupancy Agreements**

#### **Continuing Occupancies - 5-Year Levelized Rates**

This OA is being extended to reflect the continuing requirement of your current assignment beginning 10/2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years ( 60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

**ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of the OA ADC00359**

This OA was created to extend 26,710.84 usf/37,542.22 rsf for an additional 60 months effective 10/1/2015

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. Occ		Page:	1 of 2
ADC00359	Final	Date Last Modified:	01-Oct-2018
6800	ENVIRONMENTAL PROTECTION AGENCY		
	DC0515AF	Annual Operating Cost Escalation	
OA Start Date:	01-Oct-2018	Fiscal Year:	2019
OA End Date:	30-Sep-2020	Period: 01-Oct-2018 to	30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	37,542	\$1,976,597.88	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	37,542	\$2,415,106.33	\$64.330408000
<b>B. Agency Rent SubTotal</b>	37,542	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	477	\$30,170.71	\$63.231786968
<b>C. Joint Use SubTotal</b>		\$30,170.71	
<b>D. Total Annual Rent (A+B+C)</b>	37,542	\$2,445,277.04	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$2,445,277.04	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$2,445,277.04	
<b>J. LUMP SUM ITEMS</b>			
##	Operating Cost Escalation Applies	Customization Tier	3
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 37,542 is 26,711 Assigned Usable Space PLUS 10,831 Common Space. R/U Factor is 1.405505031

Cont. Occ		Page:	2 of 2
ADC00359	Final	Date Last Modified:	01-Oct-2018
6800	ENVIRONMENTAL PROTECTION AGENCY		
	DC0515AF	Annual Operating Cost Escalation	
OA Start Date:	01-Oct-2018	Fiscal Year:	2020
OA End Date:	30-Sep-2020	Period:	01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	37,542	\$1,976,597.88	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	37,542	\$2,424,315.01	\$64.575696568
<b>B. Agency Rent SubTotal</b>	37,542	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	477	\$30,804.29	\$64.559654495
<b>C. Joint Use SubTotal</b>		\$30,804.29	
<b>D. Total Annual Rent (A+B+C)</b>	37,542	\$2,455,119.30	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$2,455,119.30	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$2,455,119.30	
	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 37,542 is 26,711 Assigned Usable Space PLUS 10,831 Common Space. R/U Factor is 1.405505031

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION**

ADC07434	Final	Version:	10	Date Last Modified:	06-Mar-2018
DC0516AF				Extension of Term	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 0.00 usable ( 0.00 rentable) square feet of space and 210 structured parking spaces and 0 surface parking spaces at REAGAN BLDG GARAGE (DC0516) located at 1300 PENNSYLVANIA AVE NW, WASHINGTON, DC, for a period of 120 months commencing on or about 10/01/2018.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The

recurring RWA processing fee will be assessed against each service billed.

**Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

**Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

**Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

**Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been

included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems



are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

#### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

#### **Other Mandatory Clauses**

##### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

##### **Regional Mandatory Clauses**

##### **Building Service Hours**

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

#### **Optional Clauses**

##### **Optional Clauses for All Occupancy Agreements**

##### **Continuing Occupancies - Parking Only Assignment**

This OA is being extended to reflect the continuing requirement of your current parking assignment. There have been no changes to the number of structured or surface parking spaces or the number of reserved or unreserved parking spaces. The parking rate term has been extended for an additional 10 years 120 months. The rate per space is established from the most recent FAR appraisal per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

##### **National Capital Optional**

##### **Final OA**

This OA represents the final terms of occupancy.

##### **ZZZ - Portfolio Signature Block**

Approved:

NCR Portfolio Representative                      Title                      Date

**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of OA ADC07434 v.10**

The purpose of this EPA OA is to extend the occupancy term for 10 years from October 1, 2018 to September 30, 2028, for 210 structured parking spaces at the Ronald Reagan Building Garage.

**Appraisal Basis ADC07434 v.10**

The rates in this OA are based on the FY19 appraisal and will be effective 10/1/2018 through 9/30/2028, at which time a new OA will be provided reflecting an updated appraisal.

**Option for parking garage**

This parking garage may become a part of a lease hold interest. Should this garage become a lease hold interest, the government reserves the right to terminate this agreement at any time.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

FY19 Continuing Occupancy  
ADC07434  
6800

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DC0516AF

Version: 10

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Date Last Modified: 06-Mar-2018

OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2019  
Period: 01-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
<b>9. Parking</b>			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	
<b>J. LUMP SUM ITEMS</b>			

Customization Tier  
Amortization Terms (in months)  
PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

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Amortization Terms (in months)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2021  
Period: 01-Oct-2020 to 30-Sep-2021

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

Amortization Terms (in months)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2022  
Period: 01-Oct-2021 to 30-Sep-2022

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

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Amortization Terms (in months)

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Extension of Term  
Fiscal Year: 2023  
Period: 01-Oct-2022 to 30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

Amortization Terms (in months)

PBS Fee is

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2024  
Period: 01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

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Amortization Terms (in months)

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OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2025  
Period: 01-Oct-2024 to 30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

Amortization Terms (in months)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2026  
Period: 01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

Customization Tier

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Amortization Terms (in months)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2027  
Period: 01-Oct-2026 to 30-Sep-2027

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	

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Amortization Terms (in months)

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OA Start Date: 01-Oct-2018  
OA End Date: 30-Sep-2028

Extension of Term  
Fiscal Year: 2028  
Period: 01-Oct-2027 to 30-Sep-2028

	Charge Basis	Annual Charge	Annual Rate
<b>A. Market Rent SubTotal</b>	0	\$0.00	
9. Parking			
a. Structured (number of spaces)	210	\$788,673.90	\$3,755.590000000
<b>B. Agency Rent SubTotal</b>	0	\$788,673.90	
<b>C. Joint Use SubTotal</b>		\$0.00	
<b>D. Total Annual Rent (A+B+C)</b>	0	\$788,673.90	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$788,673.90	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$788,673.90	
	Customization Tier		3
	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION**

ADC00177	Final	Version:	49	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will occupy 201,968.09 usable ( 283,867.18 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 10/04/2018.

The agency share of Joint Use Spaces is 3,607.82 rentable square feet.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

ENVIRONMENTAL PROTECTION AGENCY (Code 6800) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. ENVIRONMENTAL PROTECTION AGENCY is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

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At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also

reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

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. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

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included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

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The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

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The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems



are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 3,607.82 rentable square feet, \$228,129.16 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	248.48	\$15,711.64
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	3,359.35	\$212,417.53

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7am to 5pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **Optional Clauses for All Occupancy Agreements**

##### **Continuing Occupancies - 5-Year Levelized Rates**

This OA is being extended to reflect the continuing requirement of your current assignment beginning 10/2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years ( 60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

**ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of the OA ADC00177**

The purpose of this OA is extend the current occupancy 201,968.09 usf/283,867.18 rsf for an additional 60 months effective 10/01/2015

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. Occ.		Page:	1 of 2
ADC00177	Final	Date Last Modified:	04-Oct-2018
6800	ENVIRONMENTAL PROTECTION AGENCY		
	DC0459AF	Fiscal Year Update	
OA Start Date:	04-Oct-2018	Fiscal Year:	2019
OA End Date:	30-Sep-2020	Period:	04-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	283,867	\$14,945,607.03	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	283,867	\$18,261,291.51	\$64.330408000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	283,867	\$3,939.84	\$0.013879184
12. Pro-Rata Joint Use Charges			
a. Building Amenities	3,608	\$228,129.16	\$63.231795457
<b>C. Joint Use SubTotal</b>		\$228,129.16	
<b>D. Total Annual Rent (A+B+C)</b>	283,867	\$18,493,360.51	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$18,493,360.51	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$18,493,360.51	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier 3			
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

Cont. Occ.		Page:	2 of 2
ADC00177	Final	Date Last Modified:	04-Oct-2018
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	Charge Basis	Annual Charge	Annual Rate
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a. General	283,867	\$14,945,607.03	\$52.650000000
3. Operating Costs ##	(b) (4)		
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<b>B. Agency Rent SubTotal</b>	283,867	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	3,608	\$232,919.87	\$64.559663162
<b>C. Joint Use SubTotal</b>		\$232,919.87	
<b>D. Total Annual Rent (A+B+C)</b>	283,867	\$18,563,840.75	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$18,563,840.75	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$18,563,840.75	
##	Operating Cost Escalation Applies	Customization Tier	3
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between ENVIRONMENTAL PROTECTION AGENCY (6800) And GENERAL SERVICES ADMINISTRATION**

ADC00177	Final	Version:	49	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

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The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems



are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 3,607.82 rentable square feet, \$228,129.16 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	248.48	\$15,711.64
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	3,359.35	\$212,417.53

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7am to 5pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **Optional Clauses for All Occupancy Agreements**

##### **Continuing Occupancies - 5-Year Levelized Rates**

This OA is being extended to reflect the continuing requirement of your current assignment beginning 10/2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years ( 60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

**ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Purpose of the OA ADC00177**

The purpose of this OA is extend the current occupancy 201,968.09 usf/283,867.18 rsf for an additional 60 months effective 10/01/2015

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. Occ.		Page:	1 of 2
ADC00177	Final	Date Last Modified:	04-Oct-2018
6800	ENVIRONMENTAL PROTECTION AGENCY		
	DC0459AF	Fiscal Year Update	
OA Start Date:	04-Oct-2018	Fiscal Year:	2019
OA End Date:	30-Sep-2020	Period:	04-Oct-2018 to 30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	283,867	\$14,945,607.03	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	283,867	\$18,261,291.51	\$64.330408000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	283,867	\$3,939.84	\$0.013879184
12. Pro-Rata Joint Use Charges			
a. Building Amenities	3,608	\$228,129.16	\$63.231795457
<b>C. Joint Use SubTotal</b>		\$228,129.16	
<b>D. Total Annual Rent (A+B+C)</b>	283,867	\$18,493,360.51	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$18,493,360.51	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$18,493,360.51	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier			
			3
Amortization Terms (in months)			
			(b) (4)
PBS Fee is			
Operating Cost Escalation Applies			

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

Cont. Occ.		Page:	2 of 2
ADC00177	Final	Date Last Modified:	04-Oct-2018
6800	ENVIRONMENTAL PROTECTION AGENCY		
	DC0459AF	Fiscal Year Update	
OA Start Date:	04-Oct-2018	Fiscal Year:	2020
OA End Date:	30-Sep-2020	Period:	01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	283,867	\$14,945,607.03	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	283,867	\$18,330,920.88	\$64.575696568
<b>B. Agency Rent SubTotal</b>	283,867	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	3,608	\$232,919.87	\$64.559663162
<b>C. Joint Use SubTotal</b>		\$232,919.87	
<b>D. Total Annual Rent (A+B+C)</b>	283,867	\$18,563,840.75	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$18,563,840.75	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$18,563,840.75	
##	Operating Cost Escalation Applies	Customization Tier	3
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 283,867 is 201,968 Assigned Usable Space PLUS 81,899 Common Space. R/U Factor is 1.405505097

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between AGENCY FOR INTERNATIONAL DEVELOPMENT (7200) And GENERAL SERVICES ADMINISTRATION**

ADC00178	Final	Version:	53	Date Last Modified:	13-Nov-2018
DC0459AF				Late Replacement	

AGENCY FOR INTERNATIONAL DEVELOPMENT (Code 7200) will occupy 474,844.85 usable ( 667,396.86 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 23 months commencing on or about 11/01/2018.

The agency share of Joint Use Spaces is 8,482.31 rentable square feet.

AGENCY FOR INTERNATIONAL DEVELOPMENT (Code 7200) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

AGENCY FOR INTERNATIONAL DEVELOPMENT (Code 7200) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. AGENCY FOR INTERNATIONAL DEVELOPMENT is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

### **Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

### **Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

### **Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

### **Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones,

furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the



general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 8,482.31 rentable square feet, \$536,351.85 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	584.19	\$36,939.45
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	7,898.12	\$499,412.40

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from to Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **National Capital Optional**

##### **Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts

for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

#### **Ad Hoc Clauses**

##### **ADC00178v52- Purpose of OA**

Effective 09/10/2018 part of the Phase 3 Space Renovation on the 2nd floor for USAID occurred. The square footage for phase 3 renovation is 63,213 RSF (44,975.29 USF). However, only 61,816.72 RSF was reduced as of 9/10/2018. The remaining 1,396.28 RSF/993.44 USF is being released in this version 52 OA now that the space is completely vacant. The square footage will now reflect 667,396.86 RSF (474,844.85 USF) effective 10/15/2018. Phase 3 is scheduled to be completed by September 2019.

##### **ADC00178v52- Appraisal Basis**

The rates in this OA are based on the FY16 appraisal and the OA is valid from October 1, 2015 until September 30, 2020

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Renovations: Phase 3 reduction

ADC00178  
7200

Final  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
DC0459AF

Page: 1 of 2  
Version: 53    Date Last Modified: 13-Nov-2018

OA Start Date: 01-Nov-2018  
OA End Date: 30-Sep-2020

Late Replacement  
Fiscal Year: 2019 Partial  
Period: 01-Nov-2018 to 30-Sep-2019

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	667,397	\$32,210,240.96	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	667,397	\$39,356,086.28	\$64.330408000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	667,397	\$8,508.98	\$0.013908553
12. Pro-Rata Joint Use Charges			
a. Building Amenities	8,482	\$491,655.86	\$63.231796574
<b>C. Joint Use SubTotal</b>		\$491,655.86	
<b>D. Total Annual Rent (A+B+C)</b>	667,397	\$39,856,251.12	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$39,856,251.12	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$39,856,251.12	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier			
##	Operating Cost Escalation Applies	Amortization Terms (in months)	2
		PBS Fee is	(b) (4)

Note: ANSI Rentable of 667,397 is 474,845 Assigned Usable Space PLUS 192,552 Common Space. R/U Factor is 1.405505104

Renovations: Phase 3 reduction

ADC00178  
7200

Final  
AGENCY FOR INTERNATIONAL DEVELOPMENT  
DC0459AF

OA Start Date: 01-Nov-2018  
OA End Date: 30-Sep-2020

Page: 2 of 2  
Version: 53    Date Last Modified: 13-Nov-2018

Late Replacement  
Fiscal Year: 2020  
Period: 01-Oct-2019 to 30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	667,397	\$35,138,444.68	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	667,397	\$43,097,617.12	\$64.575696568
<b>B. Agency Rent SubTotal</b>	667,397	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	8,482	\$547,615.24	\$64.559664302
<b>C. Joint Use SubTotal</b>		\$547,615.24	
<b>D. Total Annual Rent (A+B+C)</b>	667,397	\$43,645,232.36	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$43,645,232.36	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$43,645,232.36	
	Customization Tier		2
##      Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 667,397 is 474,845 Assigned Usable Space PLUS 192,552 Common Space. R/U Factor is 1.405505104

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (4766) And GENERAL SERVICES ADMINISTRATION**

ADC00400	Final	Version:	47	Date Last Modified:	01-Mar-2019
DC0459AF				Annual Operating Cost Escalation	

PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (Code 4766) will occupy 11,867.40 usable ( 16,679.69 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 24 months commencing on or about 03/01/2019.

The agency share of Joint Use Spaces is 211.99 rentable square feet.

PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (Code 4766) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

PUBLIC BUILDINGS SERVICE (FIELD OFFICE) (Code 4766) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Promoting Efficient Spending**

##### **Reduce the Footprint**

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. PUBLIC BUILDINGS SERVICE (FIELD OFFICE) is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact [TotalWorkplace@gsa.gov](mailto:TotalWorkplace@gsa.gov) for help developing agency-wide space design standards that optimize their space usage.

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

### **Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

### **Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

### **Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

### **Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones,

furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the



general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **GSA Mandatory Clauses**

#### **Space Utilization for GSA Occupancy**

Tenant agency personnel in this space include Seventeen (17) federal employees and Zero (0) contractors. The utilization rate for this space will be 698.08 USF/person. For instructions on how to count personnel, please refer to the GSA directive OAS P 7005.1 Internal Space Allocation, Design, and Management Policy

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 211.99 rentable square feet, \$13,404.59 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	14.60	\$923.20
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	197.39	\$12,481.40

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

## Optional Clauses for All Occupancy Agreements

### Continuing Occupancies - 5-Year Levelized Rates

This OA is being extended to reflect the continuing requirement of your current assignment beginning March 2016. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years ( 60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

### National Capital Optional

#### Final OA

This OA represents the final terms of occupancy.

### ZZZ - Portfolio Signature Block

Approved:

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NCR Portfolio Representative	Title	Date
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### Spatial Data Management (SDM) - Measured Building Subject to Maintenance

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

### Ad Hoc Clauses

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title

Date	Date
------	------

Extension of Term

ADC00400  
4766

Final  
PUBLIC BUILDINGS SERVICE (FIELD OFFICE)  
DC0459AF

Version: 47

Page:

Date Last Modified:

1 of 3

01-Mar-2019

OA Start Date: 01-Mar-2019

OA End Date: 28-Feb-2021

Annual Operating Cost Escalation

Fiscal Year:

2019 Partial

Period: 01-Mar-2019 to

30-Sep-2019

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	16,680	\$512,274.98	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	16,680	\$625,923.24	\$64.330408000
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	16,680	\$135.04	\$0.013879184
12. Pro-Rata Joint Use Charges			
a. Building Amenities	212	\$7,819.34	\$63.231782861
<b>C. Joint Use SubTotal</b>		\$7,819.34	
<b>D. Total Annual Rent (A+B+C)</b>	16,680	\$633,877.62	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$633,877.62	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$633,877.62	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier			
Amortization Terms (in months)			
PBS Fee is			
##	Operating Cost Escalation Applies		1
			(b) (4)

Note: ANSI Rentable of 16,680 is 11,867 Assigned Usable Space PLUS 4,812 Common Space. R/U Factor is 1.405504997

Extension of Term	Final	Page:	2 of 3
ADC00400	PUBLIC BUILDINGS SERVICE (FIELD OFFICE)	Version: 47	Date Last Modified:
4766	DC0459AF		01-Mar-2019
OA Start Date:	01-Mar-2019	Annual Operating Cost Escalation	
OA End Date:	28-Feb-2021	Fiscal Year:	2020
		Period: 01-Oct-2019 to	30-Sep-2020

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	16,680	\$878,185.68	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	16,680	\$1,075,397.88	\$64.473492998
<b>B. Agency Rent SubTotal</b>	16,680	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	212	\$13,686.09	\$64.559650302
<b>C. Joint Use SubTotal</b>		\$13,686.09	
<b>D. Total Annual Rent (A+B+C)</b>	16,680	\$1,089,083.96	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$1,089,083.96	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$1,089,083.96	
	Customization Tier		1
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 16,680 is 11,867 Assigned Usable Space PLUS 4,812 Common Space. R/U Factor is 1.405504997

Extension of Term	Final	Page:	3 of 3
ADC00400		Date Last Modified:	01-Mar-2019
4766	PUBLIC BUILDINGS SERVICE (FIELD OFFICE)		
	DC0459AF	Annual Operating Cost Escalation	
OA Start Date:	01-Mar-2019	Fiscal Year:	2021 Partial
OA End Date:	28-Feb-2021	Period: 01-Oct-2020 to	28-Feb-2021

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	16,680	\$365,910.70	\$52.650000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	16,680	\$448,792.75	\$64.575696568
<b>B. Agency Rent SubTotal</b>	16,680	\$0.00	\$0.000000000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	212	\$5,822.29	\$65.915402958
<b>C. Joint Use SubTotal</b>		\$5,822.29	
<b>D. Total Annual Rent (A+B+C)</b>	16,680	\$454,615.04	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$454,615.04	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$454,615.04	
	Customization Tier		1
## Operating Cost Escalation Applies	Amortization Terms (in months)		(b) (4)
	PBS Fee is		

Note: ANSI Rentable of 16,680 is 11,867 Assigned Usable Space PLUS 4,812 Common Space. R/U Factor is 1.405504997

## **Signed Agreement and Financial Summary**

### **OCCUPANCY AGREEMENT Between WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (3358) And GENERAL SERVICES ADMINISTRATION**

ADC00514	Final	Version:	36	Date Last Modified:	04-Oct-2018
DC0459AF				Fiscal Year Update	

WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (Code 3358) will occupy 82,482.17 usable ( 115,929.11 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at REAGAN BLDG FOB (DC0459) located at 1300 Pennsylvania Ave NW, WASHINGTON, DC, for a period of 23 months commencing on or about 10/04/2018. The agency share of Joint Use Spaces is 1,473.41 rentable square feet.

WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (Code 3358) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS (Code 3358) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

#### **Mandatory Clauses**

##### **Federal Specific Mandatory Clauses**

##### **Alterations by Tenant Agency**

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

##### **Building Services**

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

##### **Federal Construction**

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on

the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

### **Federal Rent Charges**

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

### **Financial Terms**

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

### **Move Cost Responsibilities**

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new



space.

### **Obligation to Pay Rent**

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

### **Occupancy Agreement Iterations**

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in

preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

### **PBS Services**

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

### **Payment of Tenant Improvements**

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

### **Replacement Responsibilities**

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

### **Tenant Agency Move**

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either

PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

### **Environmental and Safety Standards and Regulations**

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

### **Other Mandatory Clauses**

#### **JU Space Details**

The agency share of Joint Use Spaces is 1,473.41 rentable square feet, \$93,166.14 Annual which is further defined as:

	Rentable Space RSF	Rentable Space Annual
REAGAN BLDG TRADE CT (DC0515), 1300 PENNSYLVANIA AVE NW	101.48	\$6,416.51
REAGAN BLDG FOB (DC0459), 1300 Pennsylvania Ave NW	1,371.93	\$86,749.64

### **Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

### **Regional Mandatory Clauses**

#### **Building Service Hours**

Core hours of building service hours will be from 7:00 am to 5:00 pm Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

### **Optional Clauses**

#### **Optional Clauses for All Occupancy Agreements**

#### **Continuing Occupancies - 5-Year Levelized Rates**

This OA is being extended to reflect the continuing requirement of your current assignment beginning September, 2015. There have been no changes to the usable square footage and no additional Tenant Improvement costs have been added. The shell term has been extended for an additional 5 years ( 60 months) at a new appraised shell and operating rate per GSA PBS Pricing Policy. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

### **National Capital Optional**

#### **Final OA**

This OA represents the final terms of occupancy.

### **ZZZ - Portfolio Signature Block**

Approved:

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NCR Portfolio Representative	Title	Date
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**Spatial Data Management (SDM) - Measured Building Subject to Maintenance**

GSA's SDM Program is a national effort to update and maintain its spatial data for federally owned inventory in compliance with the Public Building Service (PBS) National Business Space Assignment Policy (NBSAP). To ensure compliance with the NBSAP, GSA maintains its spatial data for the space assignment covered by this Occupancy Agreement (OA) by validating it on a five-year cycle and physically remeasuring changes to the space assignment and building. GSA's access to the tenant agency's space for SDM maintenance will be coordinated with the tenant agency to minimize the disruption of tenant-agency activities. If escorts are required by the tenant agency, the tenant agency is responsible for providing escorts for the GSA measurement team and associated visits by GSA representatives. As a result of GSA's maintenance of spatial data in buildings with multiple tenant agencies, a tenant agency might experience a change in rentable square feet, based on a change in the building's rentable/usable factor, while its space assignment's usable square feet remains unchanged. Consequently, the rentable square feet and rental rate reflected on the tenant agency's rent bill will change, while the overall Rent will remain unchanged.

**Ad Hoc Clauses**

**Antenna Count Subject to Change**

Antenna Validation - GSA is in the process of validating, updating, and maintaining its antenna data for the building covered by this Occupancy Agreement (OA). As a result of the validation process, the tenant agency might experience a change in the antenna portion of their rent bill because of a change in the number of antennas associated with the space assignment. If there is a change in the number of antennas, a replacement OA will be executed based on the validated antenna data.

**Woodrow Wilson Int'l Ctr -MOA and Lease Agreement**

An MOA and lease agreement was established between Woodrow Wilson Center and GSA for the assignment of space and payment of Rent. In accordance with the MOA executed on November 1, 1996, the Woodrow Wilson Center has requested and GSA has granted an exemption from Rent charges to the Woodrow Wilson Center for space in the Ronald Reagan Building and International Trade Center, subject to the terms and conditions specified in the lease agreement. GSA will, at the beginning of each fiscal year while such exemption may continue, prepare an estimate of the projected value of the rent covered by this waiver and report it to the Woodrow Wilson Center and The Office of Management and Budget (OMB). If the Woodrow Wilson Center continues to perform obligations under the lease agreement, the rent exemption remains in effect for 30 years or until the time that Congress appropriates sufficient funds to the Woodrow Wilson Center to cover the full amount of its rent. The Woodrow Wilson Center must confirm to GSA each year that Congress has not appropriated sufficient funds to the Woodrow Wilson Center to cover the full amount of its rent for the space covered by the agreement which measures 115,929.11 rentable square feet. The Woodrow Wilson Center must also confirm that they have not received appropriated funds for the rental of space in any location, since the lease agreement stipulates that any such funds must be paid to GSA first and the exemption reduced by those amounts

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved
Agency Representative	GSA Representative
Title	Title
Date	Date

Cont. Occ		Page:	1 of 2
ADC00514	Final	Date Last Modified:	04-Oct-2018
3358	WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS	Version: 36	
	DC0459AF	Fiscal Year Update	
OA Start Date:	04-Oct-2018	Fiscal Year:	2019
OA End Date:	31-Aug-2020	Period: 04-Oct-2018 to	30-Sep-2019

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate			
a. General	115,929	\$5,769,791.80	\$49.770000000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	115,929	\$7,003,383.04	\$60.410910062
7. Security Services			
c. Building Specific Amortized Capital	(b) (4)		
<b>B. Agency Rent SubTotal</b>	115,929	\$1,609.00	\$0.013879184
12. Pro-Rata Joint Use Charges			
a. Building Amenities	1,473	\$93,166.14	\$63.231792744
<b>C. Joint Use SubTotal</b>		\$93,166.14	
<b>D. Total Annual Rent (A+B+C)</b>	115,929	\$7,098,158.18	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$7,098,158.18	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$7,098,158.18	
<b>J. LUMP SUM ITEMS</b>			
Customization Tier			
Amortization Terms (in months)			
PBS Fee is			
##	Operating Cost Escalation Applies		1
			(b) (4)

Note: ANSI Rentable of 115,929 is 82,482 Assigned Usable Space PLUS 33,447 Common Space. R/U Factor is 1.405505093

Cont. Occ		Page:	2 of 2
ADC00514	Final	Version: 36	Date Last Modified: 04-Oct-2018
3358	WOODROW WILSON INTERNATIONAL CENTERS FOR SCHOLARS		
	DC0459AF	Fiscal Year Update	
OA Start Date: 04-Oct-2018		Fiscal Year:	2020 Partial
OA End Date: 31-Aug-2020		Period: 01-Oct-2019 to	31-Aug-2020

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General	115,929	\$5,288,975.82	\$49,770,000,000
3. Operating Costs ##	(b) (4)		
<b>A. Market Rent SubTotal</b>	115,929	\$6,441,497.50	\$60,615,389.71
<b>B. Agency Rent SubTotal</b>	115,929	\$0.00	\$0.000,000,000
12. Pro-Rata Joint Use Charges			
a. Building Amenities	1,473	\$87,195.74	\$64,559,660.392
<b>C. Joint Use SubTotal</b>		\$87,195.74	
<b>D. Total Annual Rent (A+B+C)</b>	115,929	\$6,528,693.25	
<b>E. Adjustments SubTotal</b>		\$0.00	
<b>F. Total Rent Bill(D+E)</b>		\$6,528,693.25	
<b>G. Total Antenna Bill</b>		\$0.00	
<b>H. Total Reimbursable Services Bill</b>		\$0.00	
<b>I. Total PBS Bill (F+G+H)</b>		\$6,528,693.25	
##	Operating Cost Escalation Applies	Customization Tier	1
		Amortization Terms (in months)	(b) (4)
		PBS Fee is	

Note: ANSI Rentable of 115,929 is 82,482 Assigned Usable Space PLUS 33,447 Common Space. R/U Factor is 1.405505093